IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

SECOND APPEAL NO. 673 OF 2005

Satyappa Rayappa Dhangar ....Appellant..
V/s
Kenchappa Burma Dhangar ....Respondent.

Mr.Amit Shetye i/by Mr.Amit Borkar, Adv. For the appellant.

CORAM: A.P.DESHPANDE, J.
13/7/07

PC:

The present appellant is the original defendant and respondent is the original plaintiff. The plaintiff was in need of money and hence he executed sale deed in favour of appellant for an amount of Rs.16,500/-. On the date on which sale deed was executed another agreement was also executed in between the parties which provided that the appellant shall take the income from the suit property for a period of 5 years and in the sixth year in the month of May if the respondent pays Rs.16,500/- the appellant shall re-convey the property by executing sale deed in favour of the respondent. Learned counsel for the appellant does not dispute the fact that the agreement was executed between the parties on same date on which sale deed was executed and registered. Perused the agreement of which specific performance has been granted by the Courts below in suit filed by respondent. Both the Courts below have held that the agreement in question was for re-conveyance. Perused the judgment of the First Appellate Court. The questions raised in the appeal are properly considered and decided by the First Appellate Court concurring with the view taken by the Trial Court. Same does not call for interference. No substantial question of law emerges for consideration. Hence Second Appeal is summarily dismissed.